



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 3, 2007

IN REPLY PLEASE

REFER TO FILE: **WR-3**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ALERT (AUTOMATED LOCAL EVALUATION IN REAL TIME) SYSTEM UPGRADE
APPROVE RESTATEMENT AND AMENDMENT OF CONSULTANT SERVICES
AGREEMENT 1
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

CHIEF INFORMATION OFFICER RECOMMENDATION:

(X) APPROVE () APPROVE WITH MODIFICATION () DISAPPROVE

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Director of Public Works to execute the enclosed Complete Restatement of Contract 001061 (the "Agreement") with OneRain Inc., (formerly DIAD Incorporated) for additional services to perform Automated Local Evaluation in Real Time (ALERT) network upgrades for a not to exceed fee of \$162,149 to be financed by the Fiscal Year 2006-07 Flood Control District budget.
2. Authorize the Director of Public Works to execute any amendments to the Agreement for changes that do not significantly affect the scope of work thereunder or exceed the maximum contract sum of \$412,149, including contingency, and to extend the term of the Agreement after the initial term for up to two additional terms of two years each for a total of six years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending that your Board award and authorize the Director of Public Works to execute the enclosed Complete Restatement of County Contract 001061 with OneRain Inc., for additional instrumentation and rainfall data collection services to upgrade the ALERT system. These services are required to enhance ALERT system efficiency and reliability for tracking storm conditions throughout the County as they happen.

The Los Angeles County Flood Control District has maintained and operated an ALERT network of rain, runoff, and reservoir level gages since 1983. The network transmits data via radio frequency following ALERT protocol developed by the National Weather Service (NWS).

On June 20, 2000, your Board originally approved County Contract 001061 with DIAD Incorporated to perform ALERT system upgrades. DIAD Incorporated has merged with NexRain Corporation to form OneRain Inc. The 2004-05 record rainfall storm season demonstrated the need for additional ALERT upgrades. Additional ALERT system upgrade services, which include data collection, data access, and maintenance support, are required to further enhance system efficiency and reliability.

The Mount Wilson repeater and backup repeater failed during intense rainfall on February 18, 2005. The failure resulted in a loss of 95 percent of the incoming rainfall and runoff data until the repeater was fixed later that month. The evaluation of real-time rainfall and runoff data is critical for flood control operations. During this repeater failure, Public Works was unable to accurately evaluate developing weather issues while intense rainstorms were moving across the County. The ALERT upgrade project will provide Public Works with a necessary redundancy and a more reliable data path for the ALERT system using satellite technology on repeater stations. In addition, this project will utilize the satellite technology on new, individual rain and runoff gages to fill gaps in the network where radio telemetry is not feasible.

Your Board's approval of the recommended actions will facilitate the continuation of ALERT system upgrades needed to improve storm tracking throughout the County of Los Angeles. ALERT is a mission critical component for flood operations and water conservation.

Public Works has been awarded a grant to implement technical upgrades to its Automated Flood Warning System (AFWS) from the National Oceanic and Atmospheric Administration (NOAA) that will partially cover the costs of this project. The grant was accepted by your Board on September 5, 2006. The ALERT system qualifies for this grant because it reports hydrologic conditions as they happen to the NWS and Public Works' emergency operations center.

Implementation of Strategic Plan Goals

The ALERT network upgrade project meets the County Strategic Plan Goal of Service Excellence by providing the public and the NWS with access to accurate rainfall and runoff information in real-time.

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness as it will allow efficient and effective use of consultants to provide engineering and installation services of a highly specialized nature that are not available in Public Works.

This action is also consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking external funding sources. Public Works has accepted a grant of \$49,533 for this project.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. Financing for these services is available in the Fiscal Year 2006-07 Flood Control District budget.

The recommended Supplemental Agreement for this project is for a not to exceed fee of \$162,149 for professional services and ALERT equipment upgrades. The Supplemental Agreement will increase the contract amount from \$250,000 to \$412,149. Any grant reimbursement funding from NOAA for this project will be used to reimburse the Flood Fund.

Currently, Public Works has a service agreement for software maintenance and data services issued through purchase order annually. The purchase order is currently \$10,585. It will be increased to \$13,134 to include new services and satellite access fees. Both agreements include the stipulation that the fee will increase if satellite usage goes over the limit. This cost could be up to \$500 monthly during extremely wet weather. This Purchase Order will continue as long as service and data access is required.

In an effort to maximize external funding and consistent with the terms of the accepted NWS grant, all work eligible for reimbursement must be completed by February 28, 2008.

ENVIRONMENTAL DOCUMENTATION

Your Board has agreed by the September 5, 2006, adopted letter for accepting the NOAA grant that a finding of environmental impact is not required for the ALERT system upgrade project. Therefore, a finding is not required to award this Supplemental Consultant Services Agreement. Installation of ALERT equipment is categorically exempt pursuant to Section 15301(b) of the California Environmental Quality Act Guidelines and Class 1(e) of the County Environmental Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been approved as to form by County Counsel. The standard Board directed clauses that provide for termination of services, renegotiation, and hiring qualified displaced County employees will be included.

As required by your Board, language has been incorporated into the Agreement stating that the consultant shall notify its employees and shall require each subconsultant to notify its employees about Board Policy 5.135, the Safely Surrendered Baby Law, and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for contract award, OneRain Inc., is willing to consider Greater Avenues for Independence Program/General Relief Opportunity for Work participants for future employment.

OneRain Inc., is in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Jury Services Program).

CONTRACTING PROCESS

On June 20, 2000, your Board adopted the recommendation for DIAD Incorporated to evaluate and upgrade the ALERT system for a not to exceed fee of \$250,000. The County of Los Angeles and DIAD Incorporated entered into Agreement 001061 on June 29, 2000. DIAD Incorporated merged with NexRain Corporation to form OneRain Inc. The Complete Restatement names OneRain, Inc. as the contractor for the Supplemental Agreement. The fee of \$162,149 for the enclosed Complete Restatement of the Agreement has been reviewed by Public Works and is considered fair and reasonable for the additional work. Under the enclosed Complete Restatement of the Agreement, the maximum contract sum will increase from \$250,000 to \$412,149.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no adverse impact on current County services or projects during the performance of the recommended services.

CONCLUSION

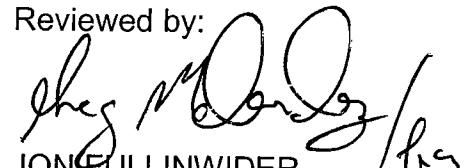
Upon approval, please return one adopted copy of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

Reviewed by:


JON FULLINWIDER
Chief Information Officer

PBR:yg

P:\wrd\Hyddev\Users\Paul\ALERT\Final Contract\Board Letter-ALERT final-03-07-07.doc

Enc.

cc: Chief Administrative Office
County Counsel
Department of Public Social Services (GAIN/GROW Program)

**COMPLETE RESTATEMENT OF
COUNTY AGREEMENT NO. 001061
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ONE RAIN, INC.
FOR
ALERT SYSTEM UPGRADE
FOR THE
DEPARTMENT OF PUBLIC WORKS**

DEPARTMENT OF PUBLIC WORKS AGREEMENT

Table of Contents

1.	AGREEMENT AND INTERPRETATION.	1
1.1	Agreement.....	1
1.2	Interpretation.	1
1.3	Additional Terms and Conditions.	2
1.4	Construction.	2
2.	DEFINITIONS.	2
3.	ADMINISTRATION OF AGREEMENT – COUNTY.....	4
3.1	County Project Director.	4
3.2	County Project Manager.....	4
3.3	County Personnel.....	5
4.	ADMINISTRATION OF AGREEMENT – CONTRACTOR.	6
4.1	Contractor Project Director.....	6
4.2	Contractor Project Manager.	6
4.3	Approval of Contractor’s Staff.	7
4.4	Status Reports by Contractor.	8
5.	WORK; APPROVAL AND ACCEPTANCE.	8
5.1	General.	8
5.2	Final Acceptance.....	8
6.	CHANGE NOTICES AND AMENDMENTS.....	9
6.1	General.	9
7.	TERM.....	10
8.	PRICES AND FEES.....	10
8.1	General.	10
8.2	Maximum Contract Sum.....	10
9.	COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS.	11
10.	INVOICES AND PAYMENTS.....	11

11.	DEFICIENCIES.....	12
11.1	Deficiencies.....	12
11.2	Corrective Measures.....	12
11.3	Approval.....	13
12.	REPRESENTATIONS AND WARRANTIES.....	13
13.	MINIMUM SYSTEM REQUIREMENTS; COMPATIBILITY.....	13
14.	CONTRACTOR'S OFFICES.....	13
15.	PRODUCTION USE OF THE SYSTEM.....	13
16.	NOTICES.....	14
17.	ARM'S LENGTH NEGOTIATIONS.....	15
18.	SURVIVAL.....	15

EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK
- EXHIBIT C – PRICE SCHEDULE
- EXHIBIT D – CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND ASSIGNMENT OF RIGHTS
- EXHIBIT E – TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- EXHIBIT F - REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE)
PREFERENCE PROGRAM CONSIDERATION AND CBE
ORGANIZATION INFORMATION FORM

COMPLETE RESTATEMENT OF
COUNTY AGREEMENT NO. 001061

This Agreement (together with the preamble, recitals and Exhibits hereto, hereafter the "Agreement") is made and entered into this _____ day of _____, 2007, by and between the County of Los Angeles ("County"), by and through its Department of Public Works ("Public Works"), and OneRain Inc., a Colorado corporation ("Contractor"), located at 1531 Skyway Drive, Suite D, Longmont, Colorado 80504-6247.

WHEREAS, County entered into County Agreement No. 001061 (the "Existing Agreement ") with Diad, Inc., dated as of June 20, 2000, which provided for the purchase of hardware, the licensing of software, and the implementation of and support for an automated local evaluation in real time ("ALERT") flash flood warning system (the "Integrated Satellite Telemetry System") and the performance of upgrades to the Integrated Satellite Telemetry System;

WHEREAS, on July 16, 2003, Diad, Inc., merged with NexRain Corporation to form One Rain, Inc. ("Contractor");

WHEREAS, County desires Contractor to further upgrade the Integrated Satellite Telemetry System upon the terms and conditions set forth herein;

WHEREAS, Contractor possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide the Integrated Satellite Telemetry System upgrades upon the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire that this Agreement replace the Existing Agreement, except as expressly stated herein.

Now therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. This base document along with Exhibits A through F and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the Agreement. This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous Agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other

work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1.2.1. Exhibit A - Additional Terms and Conditions

1.2.2. Exhibit B - Statement of Work

1.2.3. Exhibit C - Price Schedule

1.2.4. Exhibit D - Contractor's Employee Acknowledgement, Confidentiality, and Assignment of Rights

1.2.5. Exhibit E - Task/Deliverable Acceptance Certificate

1.2.6. Exhibit F - Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Organization Information form.

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. **DEFINITIONS.** The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1. "Base Station Software" means "StormWatch" and other software required for processing, viewing, or archiving data in the Integrated Satellite Telemetry System. Such Base Station Software is Licensed by County pursuant to this Agreement.

2.2. "Board" means the County of Los Angeles Board of Supervisors.

- 2.3. “Deliverable” means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a deliverable in the Statement of Work (SOW), as well as the specifications for any system hardware or other goods to be purchased directly by County.
- 2.4. “Deputy Director” means a Deputy Director of the County of Los Angeles Department of Public Works.
- 2.5. “Director” means the Director of the County of Los Angeles Department of Public Works, or his designee.
- 2.6. “Documentation” means any and all written materials, including user manuals, quick-reference guides, FAQs, and training materials.
- 2.7. “Effective Date” means the date the Agreement is executed by all parties and approved by the Board.
- 2.8. “Integrated Satellite Telemetry System” means the new system hardware, satellite transmissions, establishing network data feeds (concentrators and gages), access to data, configuring Base Station Software for County’s use, and other work required by this Agreement and the Exhibit B (Statement of Work).
- 2.9. “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.
- 2.10. “System Hardware” means any and all hardware that is required for County to enjoy and exercise fully its rights in respect of the Integrated Satellite Telemetry System.
- 2.11. “System Software” means the Base Station Software and the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor’s obligations pursuant to this Agreement, which includes the application programs, customizations and interfaces, and including any and all updates, custom programming modifications, extensions, and components provided from time to time.
- 2.12. “Task/Deliverable Acceptance Certificate” means the certificate attached hereto as Exhibit E (Task/Deliverable Acceptance Certificate) issued by County upon Contractor’s satisfactory completion of the applicable tasks, subtasks, deliverables, goods, and services in accordance with the requirements, specifications, and timetables set forth in the SOW.
- 2.13. “Tasks” means one or more major areas of work to be performed under this Agreement and identified as a numbered task in the SOW.

2.14. "Tax" and "Taxes" means governmental fees (including license, filing, and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.15. "Work" means any and all tasks, subtasks, deliverables, goods, professional services, and other services performed by or on behalf of Contractor in order to develop and deliver to County an Integrated Satellite Telemetry System, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, change orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

3.1.1. County Project Director for this Agreement shall be the following person:

Ben Willardson
County of Los Angeles
Department of Public Works
Water Resources Division
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-6117
Fax: (626) 979-5436
E-mail: bwillard@ladpw.org

3.1.2. County will notify Contractor in writing of any change in County Project Director.

3.1.3. Except as set forth in Paragraph 6 (Change Notices and Amendments) of this Agreement County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4. County Project Director shall have the right at all times to inspect any and all work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1. County Project Manager for this Agreement shall be the following person:

Paul Risher
County of Los Angeles
Department of Public Works
Water Resources Division
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-6160
Fax: (626) 979-5436
E-mail: prisher@ladpw.org

- 3.2.2. County shall notify Contractor in writing of any change in the name or address of County Project Manager.
 - 3.2.3. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
 - 3.2.4. County Project Manager shall interface with Contractor Project Manager on a regular basis.
 - 3.2.5. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 3.2.6. County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 3.2.7. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.2.7.
- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

4.1 Contractor Project Director.

4.1.1. Contractor Project Director shall be the following person:

James Logan
1531 Skyway Dr, Unit D
Longmont CO 80504

Telephone: (303) 774-2033
Fax: (303) 774-2037
E-mail: James.Logan@OneRain.com

4.1.2. Contractor Project Director shall be responsible for Contractor's performance of all of the work and ensuring Contractor's compliance with this Agreement.

4.1.3. From the effective date through the final acceptance date, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly, in person or by telephone, to review project progress and discuss project coordination; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such schedule as may be reasonably requested by County Project Director, but not more frequently than monthly.

4.2 Contractor Project Manager.

4.2.1. The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

Jake Emerson
1531 Skyway Dr, Unit D
Longmont CO 80504

Telephone: (303) 774-2033
Fax: (303) 774-2037
E-mail: Jake.Emerson@OneRain.com

4.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Status Reports by Contractor).

4.2.3. From the effective date through the final acceptance date, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly, in person or by telephone, with County Project Manager; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be reasonably requested by County Project Manager, but not more frequently than monthly.

4.3 Approval of Contractor's Staff.

4.3.1. County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacements for the persons set forth in Paragraphs 4.1.1 and 4.2.1 as Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such proposed replacement prior to the proposed replacement performing any work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2. Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement during the Term, (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

4.3.3. In the event Contractor should desire to remove any Contractor Key Personnel from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity, especially during any period prior to the final acceptance date.

4.3.4. Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.3.5. All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Status Reports by Contractor. In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, Contractor Project Director shall provide County Project Director and County Project Manager with monthly progress reporting ("Project Status Reports") as described in Task 4 (Project Management) of the SOW.

5. WORK; APPROVAL AND ACCEPTANCE.

5.1 General. Upon completion of particular tasks, including all applicable subtasks, deliverables, goods, services, and other work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed change order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit E (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all work required to complete and deliver to County an Integrated Satellite Telemetry System. All work shall be completed in a timely manner and in accordance with the requirements and specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular task prior to execution of the Task/Deliverable Acceptance Certificate for such task.

5.2 Final Acceptance. Contractor shall achieve final acceptance on or before February 28, 2008, provided that such date may be extended in accordance with Paragraph 7 (Term). Contractor shall achieve "final acceptance" upon successful completion of all the following: (a) its completion and delivery of all tasks, subtasks, deliverables, goods, services and testing protocols associated with the final acceptance requirements set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable

Task/Deliverable Acceptance Certificates, of all such work; (d) all such work has been provided, installed, and operates in County's production environment with no deficiencies; and (e) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of final acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "final acceptance date").

6. CHANGE NOTICES AND AMENDMENTS. No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices and Amendments).

6.1 General. County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1. For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this Agreement, an Amendment shall be executed by both County Project Director and Contractor Project Director.

6.1.2. Without limiting Paragraph 6.1.3 below, for any (a) Additional Services or (b) other change related solely to the scope of work, period of performance, or schedule or amount of payments, and provided such Additional Services or change is to be effected through the use of, and will not exceed, the available maximum contract sum defined in Paragraph 8 (Prices and Fees), then in either instance an Amendment shall be mutually agreed upon and executed by both the Director and Contractor Project Director.

6.1.3. Except as otherwise provided in Paragraph 6.1.2 above, for any change which (a) materially affects the scope of work, term, or any term or condition included under this Agreement, or (b) surpasses the maximum contract sum defined in Paragraph 8 (Prices and Fees), an Amendment shall be prepared and executed by the Contractor and by the Board.

6.1.4. Notwithstanding any other provision of this Paragraph 6 or Paragraph 5 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement and, for this purpose, the Director is authorized to: (a) issue written notice(s) of partial or total termination or

suspension of this Agreement pursuant to Paragraph 5 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board and/or (b) prepare and sign Amendments to this Agreement which reduce the Statement of Work and the Contract Sum without further action by the Board.

7. **TERM.** The term of this Agreement shall commence upon the effective date and shall continue in force and effect until expiration of the two (2) year warranty period following the final acceptance date, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Director has the option, at such person's election and upon notice to Contractor no later than fifteen (15) days prior to the end of the then current period of the term, to extend the term of this Agreement for additional two (2) year periods, which additional periods shall not, in total, exceed four (4) additional years (each an "Option Term"). Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term). As used herein, the "Term" shall mean the Initial Term, and if extended, each Option Term, as the case may be.

8. **PRICES AND FEES.**

- 8.1 General. Attached to this Agreement as Exhibit C (Price Schedule) is a schedule of all fees applicable to this Agreement.
- 8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for all work, including the System Software under this Agreement for the term. The Maximum Contract Sum for this Agreement, including applicable taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed (\$412,149) and shall be allocated as set forth in Exhibit C (Price Schedule), which allocation shall include an itemization of the amount to be paid for: (a) license fee for the System Software, (b) System Software implementation, (c) applicable taxes. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule an Integrated Satellite Telemetry System.

9. **COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.** Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. **INVOICES AND PAYMENTS.**

10.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. Contractor's payments shall be as provided in Exhibit C (Price Schedule), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work.

10.1.1 Contractor may be required to alter invoice to meet Federal grant invoicing requirements at the direction of the County Project Director.

10.2 Contractor's invoices shall be priced in accordance with Exhibit C (Price Schedule).

10.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

10.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

10.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

Claudia Pirotton
Accounts Payable Section
County of Los Angeles
Department of Public Works
Fiscal Division, 7th Floor
Attention Jun Canlas

P.O. Box 1460
Alhambra, CA 91802-1460

- 10.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.
- 10.7 In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved work.
- 10.8 County will hold back ten percent (10%) of the amount of each invoice approved by County pursuant to this Paragraph 10 (Invoices and Payments) (collectively, the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor upon final acceptance as defined in Exhibit B (Statement of Work), subject to adjustment for any amounts arising under this Agreement owed to County by Contractor.

11. DEFICIENCIES.

- 11.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of work; including the provision of negligent workmanship, which results in the Integrated Satellite Telemetry System, in whole or in part, not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County Project Director, in County Project Director's sole discretion.
- 11.2 Corrective Measures. County Project Director shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such deficiency, Contractor shall promptly commence corrective measures to remedy any deficiency. Contractor acknowledges that, Contractor may be required to repair, replace, or reinstall all or any part of the System Software, System Hardware (to the extent such hardware fails to achieve compatibility with the Integrated Satellite Telemetry System), or other material, or create an update, in order to remedy a deficiency.

- 11.3 Approval. No deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 5.1 (General).

12. REPRESENTATIONS AND WARRANTIES.

12.1. Contractor hereby represents, warrants and covenants to County that for the term, the System Software, shall be fully compatible with and shall fully integrate, perform, and function with the System Hardware and the operating system software that conform to the specifications set forth in Exhibit B (Statement of Work).

12.2. As used in the Agreement, the "Warranty Period" means the period commencing on the final acceptance date and continuing for two (2) years thereafter. Contractor hereby represents, warrants, and covenants to County that for the warranty period:

12.2.1. The System Software shall perform fully in accordance with Exhibit B (Statement of Work) or any amendments thereto;

12.2.2. Contractor shall provide services to correct all deficiencies.

13. MINIMUM SYSTEM REQUIREMENTS; COMPATIBILITY. Exhibit B (Statement of Work) sets forth the requirements for System Hardware that are compatible (as defined below) with the Integrated Satellite Telemetry System, including any that are required for County to enjoy and exercise fully its rights in respect of the Integrated Satellite Telemetry System. As used herein, "compatible" or "compatibility" means that the applicable System Hardware and operating system software, as the case may be, as set forth in Exhibit B (Statement of Work) are capable of supporting, operating, and otherwise performing all such System Hardware or operating system software anticipated functions when used in conjunction with the System Software, including any customizations, interfaces, updates, and custom programming modifications thereto.

14. CONTRACTOR'S OFFICES. Contractor's business offices are located at 1531 Skyway Drive, Unit D, Longmont, Colorado 80504. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

15. PRODUCTION USE OF THE SYSTEM. Following installation by Contractor and prior to final acceptance by County, County shall have the right to use, in production mode, any completed portion of the System Software without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of final acceptance.

- 16. NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1.) by hand with signed receipt, (2.) by first-class registered or certified mail, postage prepaid, (3.) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4.) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Ben Willardson
Department of Public Works
Water Resources Division
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-6117
Fax: (626) 979-5436
E-mail: bwillard@ladpw.org

with a copy to:

County Counsel, Los Angeles County
500 West Temple Street
Los Angeles, CA 90012
Attention Jose Silva, Esq.
Facsimile: (213) 617-7182
E-mail: josilva@counsel.lacounty.gov

To Contractor:

James Logan •
1531 Skyway Dr, Unit D
Longmont CO 80504

Telephone: (303) 774-2033
Fax: (303) 774-2037

E-mail: James.Logan@OneRain.com

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

17. **ARM'S LENGTH NEGOTIATIONS.** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.
18. **SURVIVAL.** The following paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 12, 13, 16, 17, and 18 and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this AGREEMENT to be subscribed by its Director of Public Works, and CONTRACTOR has caused this AGREEMENT to be subscribed on its behalf by its authorized officer, effective as of the Effective Date.

COUNTY OF LOS ANGELES

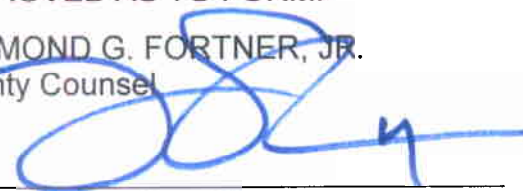
By _____
Director of Public Works

Carol Chavez
ONERAIN, INC
1531 Skyway Dr, Unit D
Longmont CO 80504

By 
Director of Finance and Sales

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Jose Silva
Principal Deputy

ADDITIONAL TERMS AND CONDITIONS

TABLE OF CONTENTS
EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS

Page

1.	DISPUTE RESOLUTION PROCEDURE.....	1
2.	CONFIDENTIALITY.	3
3.	TERMINATION FOR INSOLVENCY.....	4
4.	TERMINATION FOR DEFAULT.....	5
5.	TERMINATION FOR CONVENIENCE; SUSPENSION.	6
6.	TERMINATION FOR IMPROPER CONSIDERATION.	8
7.	TERMINATION FOR GRATUITIES.	8
8.	EFFECT OF TERMINATION.....	9
9.	WARRANTY AGAINST CONTINGENT FEES.....	10
10.	AUTHORIZATION WARRANTY.	10
11.	FURTHER WARRANTIES.	10
12.	INDEMNIFICATION, INSURANCE.....	12
13.	INTELLECTUAL PROPERTY INDEMNIFICATION.....	15
14.	FORCE MAJEURE.	16
15.	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	17
16.	COMPLIANCE WITH APPLICABLE LAW.	19
17.	FAIR LABOR STANDARDS.	19
18.	NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.	19
19.	EMPLOYMENT ELIGIBILITY VERIFICATION.....	21
20.	CONFLICT OF INTEREST.....	21
21.	RESTRICTIONS ON LOBBYING.	22
22.	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....	22
23.	NONDISCRIMINATION IN SERVICES.	22
24.	CONTRACTOR PERFORMANCE DURING CIVIL UNREST.	22
25.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	23
26.	RECYCLED-CONTENT PAPER.	24
27.	COMPLIANCE WITH JURY SERVICE PROGRAM.....	24

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to and form a part of the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit" shall have the meanings given to such terms in the base document of the Agreement.

1. DISPUTE RESOLUTION PROCEDURE.

- 1.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this paragraph 1 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.
- 1.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 1.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 1.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 1.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

- 1.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 1.7. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Rod Kubomoto, Water Resources Division Head, Public Works and James Logan, Partner, OneRain. These persons shall have five (5) business days to attempt to resolve the dispute.
- 1.8. If Mr. Kubomoto and Mr. Logan are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the Director, but not to Director's designee. These persons shall have five (5) business days to attempt to resolve the dispute.
- 1.9. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 1.10. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this paragraph 1 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting, by telephone, or in writing by exchange of correspondence.
- 1.11. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to paragraph 2.4 (Injunctive Relief) of this Exhibit, or pursuant to paragraph 3 (Termination for Insolvency), paragraph 4 (Termination for Default), paragraph 5 (Termination for Convenience; Suspension), or paragraph 6 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

2. CONFIDENTIALITY.

2.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality and Assignment of Rights (Exhibit D to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

2.2. Disclosure of Information.

2.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or confidential information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party ("confidential information").

2.2.2. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

- 2.2.3. Without limiting the generality of paragraph 2.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 2.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:
- 2.3.1. Contractor shall develop all publicity material in a professional manner.
- 2.3.2. During the term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.
- 2.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this paragraph 2.3 (Use of County Name) shall apply.
- 2.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
- 2.4. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this paragraph 2 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this paragraph 2 (Confidentiality).

3. TERMINATION FOR INSOLVENCY.

- 3.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:

- 3.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
- 3.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States bankruptcy code;
- 3.1.3. The appointment of a receiver or trustee for Contractor; or
- 3.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 3.2. The rights and remedies of County provided in this paragraph 3 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 3.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement and the license including the right to continued use of all versions of the System Software, and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

4. TERMINATION FOR DEFAULT.

- 4.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:
 - 4.1.1. If Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this paragraph 4 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but

in no event shall the period, as extended by County Project Director, exceed thirty (30) days), provided that nothing in this paragraph 4.1.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement; or

4.1.2. Immediately upon notice to Contractor, if on two separate occasions in any single calendar month, or more than four times in the aggregate, during the term, Contractor fails to timely correct any deficiency pursuant to the service level schedule set forth in the SOW.

4.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this paragraph 4 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this paragraph 4 (Termination for Default), or that the default was excusable or curable under the provisions of this paragraph 4 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 5 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.

4.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this paragraph 4 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any deficiency, replace any noncompliant Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this paragraph 4.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement, and Contractor's obligations shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such Documentation in County's possession or control as reasonably requested by Contractor.

5. TERMINATION FOR CONVENIENCE; SUSPENSION.

5.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination

become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

5.2. Nothing in this paragraph 5 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this paragraph 5.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this paragraph 5 (Termination for Convenience; Suspension) by County.

5.3. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

5.3.1. Contractor shall immediately discontinue all services unless otherwise indicated by Director.

5.3.2. Upon request of Director, Contractor shall surrender and deliver to Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Integrated Satellite Telemetry System as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated. Unless otherwise specified by County, County's license rights shall continue for the duration of any period of suspension.

5.3.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the Work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

5.3.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one (1) calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can

be reached, this Agreement may be terminated for the County's convenience.

5.3.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.

5.4. No Prejudice; Sole Remedy. Nothing in this paragraph 5 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this paragraph 5.4 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this paragraph 5 (Termination for Convenience; Suspension) by County.

6. TERMINATION FOR IMPROPER CONSIDERATION.

6.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.

6.3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. TERMINATION FOR GRATUITIES. County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of

such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8. EFFECT OF TERMINATION.

8.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in paragraph 3 (Termination for Insolvency), paragraph 4 (Termination for Default), paragraph 5 (Termination for Convenience; Suspension), or paragraph 6 (Termination for Improper Consideration) of this Exhibit, then:

8.1.1. Contractor shall (1) stop performing Work under the Agreement on the date and to the extent specified in such notice, (2) promptly transfer and deliver to County copies of all System Software and all other completed Work and Work in process, in a media reasonably requested by County, (3) complete performance of such part of the Work as shall not have been terminated by such notice;

8.1.2. The license and associated rights thereunder granted to County pursuant to paragraph 14.2 (License) of the base document shall continue in perpetuity, including County's right to exercise the rights granted to it pursuant to paragraph 14.2.7 of the base document;

8.1.3. Unless County has terminated the Agreement pursuant to paragraph 5 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

8.1.4. Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

8.1.5. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to paragraph 10.9 (Credits to County) of the base document, to the extent applicable; and

8.1.6. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by

County to a new Integrated Satellite Telemetry System, toward the end that there be no interruption of Public Works' day to day operations due to the unavailability of the Integrated Satellite Telemetry System during such transition. Contractor agrees that if County terminates the Agreement pursuant to paragraph 5 (Termination for Convenience; Suspension) of this Exhibit or paragraph 4.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the hourly labor rates specified in Exhibit C (Price Schedule) for professional services, in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this paragraph 8.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, Documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

- 8.3. Remedies Not Exclusive. The rights and remedies of County set forth in this paragraph 8 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9. WARRANTY AGAINST CONTINGENT FEES.

- 9.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. AUTHORIZATION WARRANTY. Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11. FURTHER WARRANTIES. Contractor represents warrants and further covenants and agrees to the following:

- 11.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant the license and all other rights granted by the Agreement to

County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the System Software without interruption of system use, (d) the Agreement and the System Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for nondisturbance of County's use of the Integrated Satellite Telemetry System, and any part thereof in accordance with the Agreement, and (f) neither the performance of the Agreement by Contractor, nor the license to, and use by, County and its users of the Integrated Satellite Telemetry System in accordance with the Agreement will in any way violate any nondisclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 11.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the System Software acquired from Contractor, as applicable, until the final acceptance date.
- 11.3. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 11.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5. All Documentation developed under the Agreement shall be uniform in appearance.
- 11.6. The System Software shall be fully compatible with and shall fully integrate, perform, and function with the System Hardware and the operating system software that conform to the specifications set forth in Exhibit B (Statement of Work).
- 11.7. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Integrated Satellite Telemetry System or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to as a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the

accessibility of the Integrated Satellite Telemetry System or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the Integrated Satellite Telemetry System, any component thereof, or the data contained therein. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any disabling device on any Integrated Satellite Telemetry System component provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered Integrated Satellite Telemetry System component to contain any disabling device.

11.8. Contractor shall support all System Software components licensed to County hereunder for the term.

11.9. Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any third party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

12. INDEMNIFICATION, INSURANCE.

12.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnities") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, any subcontractor's, or Contractor's or any subcontractor's agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnities, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

12.2. Insurance. Without limiting Contractor's obligations of indemnification and defense of County Indemnities, Contractor shall provide and maintain at its own expense during the term, and shall require all of its subcontractors to maintain, the following programs of insurance covering its operations under the Agreement, as specified in this paragraph 12. Such insurance shall be provided by insurer(s) satisfactory to County's risk manager, and shall be primary to and not contributing with any other insurance or self-insurance

programs maintained by County. Certificates or other evidence of coverage satisfactory to County's risk manager, and evidence of such programs satisfactory to County, shall be delivered to:

Anthony Ford
County of Los Angeles
Department of Public Works
Administrative Services Division
900 South Fremont Avenue
Alhambra, CA 91803

12.3. On or before the execution of the Agreement by the Board, such certificates or other evidence shall:

12.3.1. specifically identify the Agreement;

12.3.2. clearly evidence all coverage required in the Agreement;

12.3.2.1. contain express conditions that County is to be given notice by registered mail (1) at least thirty (30) days prior to any termination of any program of insurance or within ten (10) days in the event of nonpayment of premium by Contractor, and (2) with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification to the types or limits of coverage as outlined in this Agreement in the event Contractor receives less than thirty (30) days advance notice of such modification;

12.3.3. include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnities as additional insureds for all Contractor activities arising from the Agreement; and

12.3.4. Contractor has a deductible for each occurrence under its policies in the amount of \$10,000, deemed approved by County. Any increases in the deductible shall be subject to County's approval.

12.4. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. best rating of not less than A:VII, unless otherwise approved by County.

12.5. Insurance Coverage Requirements for Subcontractors. Without limiting Contractor's indemnification obligations under the Agreement in respect of subcontractors, Contractor shall ensure any and all subcontractors performing services under the Agreement meet the insurance requirements of the Agreement either by:

12.5.1.1. Contractor providing evidence of insurance covering the activities of subcontractors, or

12.5.1.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

12.6. Liability Insurance. Such insurance shall consist of:

12.6.1. General liability insurance (written on ISO policy form CG 00 01 or its equivalent), with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. If written with an annual aggregate limit, the above insurance policy limit shall be five (5) times the above required occurrence limit. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

12.6.2. Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of Contractor, its officers, agents, employees, or subcontractors, in the performance of Work hereunder, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall also cover actual or alleged infringement of any patent, copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

12.6.3. Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for all owned, nonowned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

12.7. Workers' Compensation. Workers' Compensation insurance in an amount and form required by the California Labor Code, or the labor code of any other applicable state, covering all persons performing Work on behalf of Contractor and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and

disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

12.8. Notification of Incidents, Claims or Suits. Contractor shall report to County:

- 12.8.1. any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 12.8.2. any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- 12.8.3. any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 12.8.4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

12.9. Failure to Procure and Maintain Insurance. Failure on the part of Contractor to procure and maintain all the required insurance and performance bond shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to paragraph 4 (Termination for Default) of this Exhibit and seek all remedies pursuant to paragraph 8 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to paragraph 4.3 (Completion of Work) of this Exhibit.

13. INTELLECTUAL PROPERTY INDEMNIFICATION.

- 13.1. Contractor shall indemnify, defend, and hold harmless County Indemnities pursuant to paragraph 12.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary

rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the Integrated Satellite Telemetry System, software modifications, or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this paragraph 13 (Patent, Copyright and Trade Secret Indemnification) if any infringement claim is caused by use by County of the Integrated Satellite Telemetry System other than in accordance with the Agreement, the specifications and other applicable Documentation.

13.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the Integrated Satellite Telemetry System, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the Integrated Satellite Telemetry System or system component (e.g., injunctive relief), or that County's continued use of the Integrated Satellite Telemetry System or any part of it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the affected portion of the Integrated Satellite Telemetry System, to the same extent of the license, or (2) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the Integrated Satellite Telemetry System with product of equivalent quality and performance capabilities, in County's reasonable determination, to become noninfringing, nonmisappropriating, and nondisclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Integrated Satellite Telemetry System. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

14. FORCE MAJEURE. Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without

any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 14 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

15. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

15.1. Responsible Contractor. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

15.2. Chapter 2.202 of the County Code. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

15.3. Non-responsible Contractor. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

15.4. Contractor Hearing Board

15.4.1. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 15.4.2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 15.4.3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 15.4.4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 15.4.5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting Documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 15.4.6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment

or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

15.5. Subcontractors of Contractor. These terms shall also apply to subcontractors of County Contractors.

- 16. COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines, and directives.
- 17. FAIR LABOR STANDARDS.** Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees, and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.
- 18. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 18.1. Contractor shall certify to and comply with the provisions of Contractor's EEO certification.
- 18.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 18.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 18.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
- 18.4.1. Title VII, Civil Rights act of 1964;
 - 18.4.2. Section 504, Rehabilitation Act of 1973;
 - 18.4.3. Age Discrimination Act of 1975;
 - 18.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 18.4.5. Title 43, part 17, code of federal regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 18.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph 18 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this paragraph 18 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the antidiscrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of the Agreement. All determinations of violations made pursuant to this paragraph 18.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to paragraph 1 (Dispute Resolution Procedure).

18.6. The parties agree that if Contractor violates the antidiscrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION.

19.1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other Documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

19.2. Contractor shall retain all such Documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnities pursuant to paragraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

20. CONFLICT OF INTEREST.

20.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

20.2. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written

disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

21. RESTRICTIONS ON LOBBYING. Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

22. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.

22.1. Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

22.2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

23. NONDISCRIMINATION IN SERVICES. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this paragraph 22.1 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

24. CONTRACTOR PERFORMANCE DURING CIVIL UNREST. Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event.

Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

25. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.

25.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

25.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

25.3. Such certification shall be submitted on the Child Support Compliance Program Certification ("CSCP certification"), also incorporated herein by reference. Failure of Contractor to submit the CSCP certification (which includes certification that the POI form has been submitted to the County's CSSD) to the CSSD shall represent a material breach of the Agreement upon which County may immediately suspend or terminate the Agreement.

25.4. Failure of Contractor to maintain compliance with the requirements set forth in this paragraph 25 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to paragraph 4 (Termination for Default) of this Exhibit.

26. RECYCLED-CONTENT PAPER. Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

27. COMPLIANCE WITH JURY SERVICE PROGRAM.

27.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

27.2. Written Employee Jury Service Policy.

27.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

27.2.2. For purposes of this paragraph 27 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this paragraph 27 (Compliance with Jury Service Program). The provisions of this paragraph 27 (Compliance with Jury Service Program) shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

27.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

27.2.4. Contractor's violation of this paragraph 27 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

28. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT. Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractor's to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

29. ACCESS TO COUNTY FACILITIES. Contractor, its employees and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 6:30 a.m. until 5 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.

30. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.

30.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

30.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

31. PHYSICAL ALTERATIONS. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, and County's Director of Internal Services Department in their discretion.

32. FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

33. ASSIGNMENT BY CONTRACTOR.

33.1. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph 33.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, including the Board.

33.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with paragraph 33.1 of this Exhibit.

34. INDEPENDENT CONTRACTOR STATUS.

34.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent,

servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

34.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local Taxes, or other compensation, benefits, or Taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.

34.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

34.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality and Assignment of Rights (Exhibit D) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

35. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES. Contractor shall obtain and maintain in effect during the term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

36. NO THIRD PARTY BENEFICIARIES. Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this paragraph 36 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

37. COUNTY'S QUALITY ASSURANCE PLAN. County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis.

Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

- 38. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.** Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (1) third parties who have subcontracted with Contractor to perform the services; or (2) Contractor's current employees.
- 39. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75 PERCENT OF TOTAL CONTRACT SUM (UNDER CONTRACT SUM PROVISION).** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to:

Ms. Claudia Pirotton
Accounts Payable Section
County of Los Angeles
Department of Public Works
Fiscal Division, 7th Floor
Attention Jun Canlas
P.O. Box 1460
Alhambra, CA 91802-1460

with a copy to:

Mr. Ben Willardson
County of Los Angeles
Department of Public Works
Water Resources Division
P.O. Box 1460
Alhambra, CA 91802-1460

- 40. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- 41. SAFELY SURRENDERED BABY LAW.** Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, information regarding the Safely Surrendered Baby Law, its implementation in County of Los Angeles, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.
- 42. BUDGET REDUCTIONS.** In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.
- 43. WAIVER.** No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 44. GOVERNING LAW, JURISDICTION, AND VENUE.** The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and

consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

- 45. SEVERABILITY.** If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.
- 46. RIGHTS AND REMEDIES.** The rights and remedies of County provided in any given paragraph, as well as throughout the Agreement, including throughout this Exhibit, are nonexclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.
- 47. FACSIMILE.** Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc., requiring signatures and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.
- 48. CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

AUTOMATED LOCAL EVALUATION IN REAL-TIME (ALERT) SYSTEM UPGRADE

**LOS ANGELES COUNTY, CALIFORNIA
March 27, 2007**

STATEMENT OF WORK

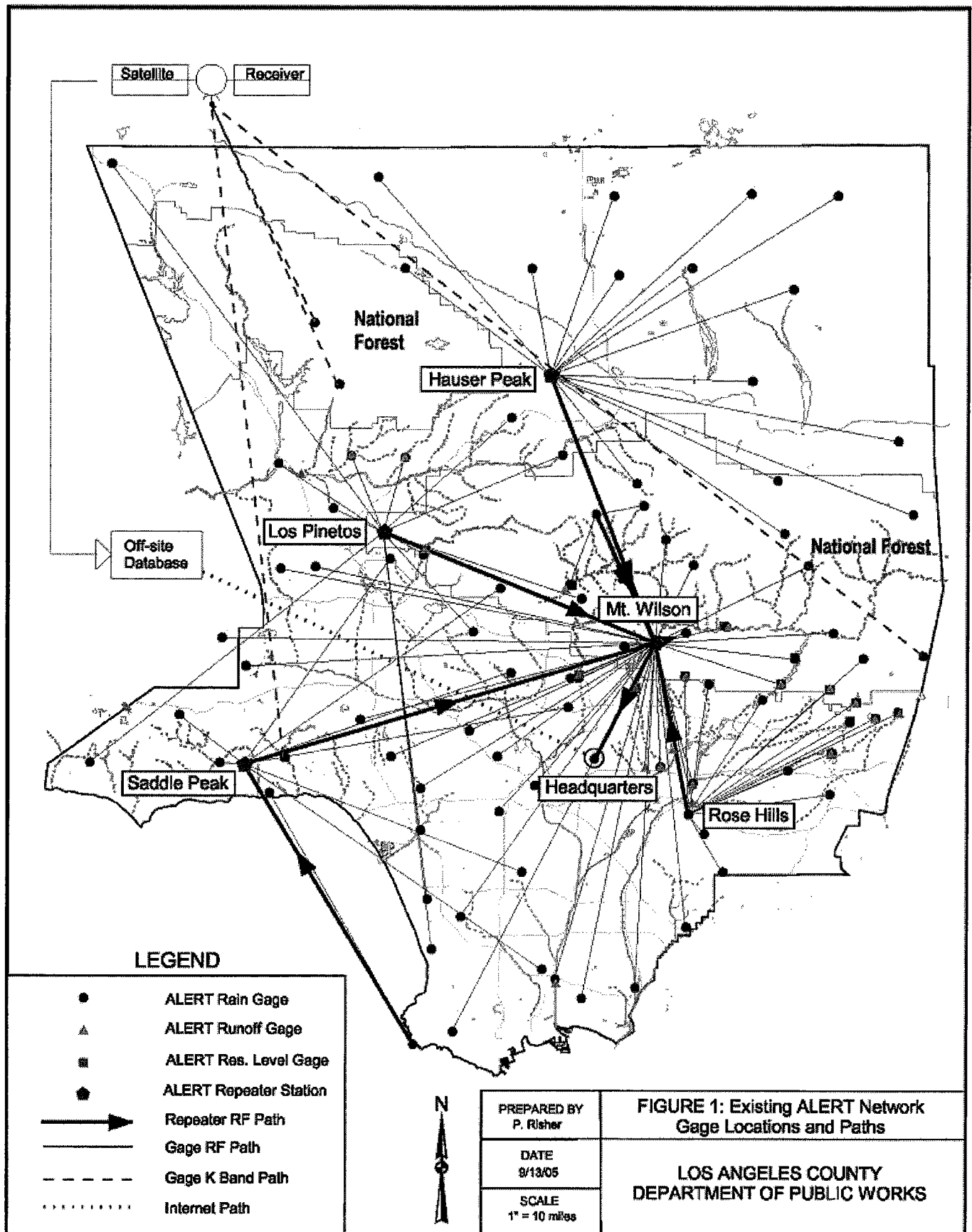
On June 20, 2000, Public Works entered into an Agreement with DIAD Incorporated to perform ALERT system upgrades. DIAD Incorporated has since merged with NexRain Corporation to form OneRain Inc. The 2004-05 record rainfall storm season demonstrated the need for additional ALERT upgrades. Additional ALERT system upgrade services, which include data collection, data access, and maintenance support are required to further enhance system efficiency and reliability. This proposed Statement of Work supplements Task 5, System Installation of Upgrades, from the existing Agreement.

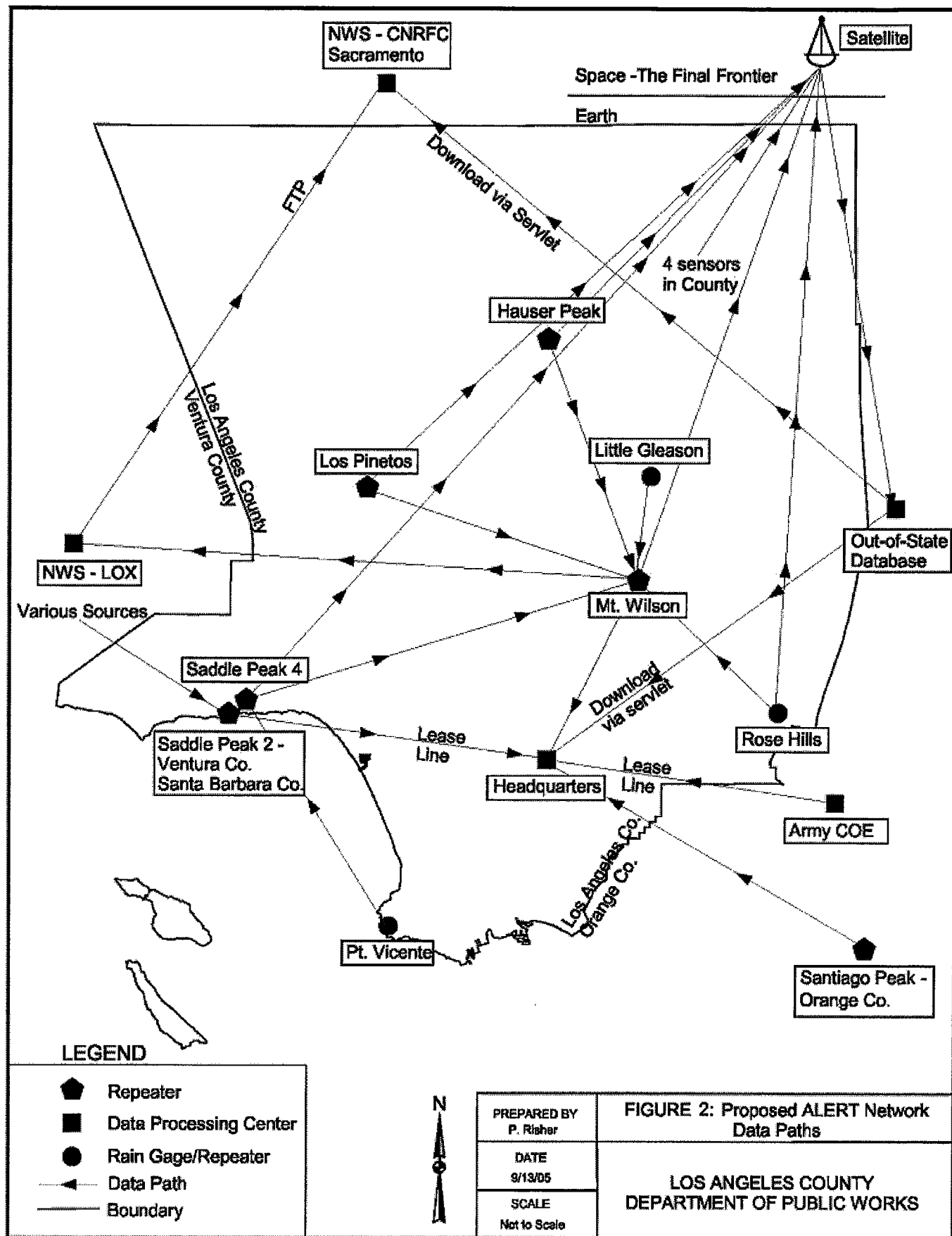
The ALERT network currently consists of 98 rain gages, 22 stream flow gages, 14 reservoir elevation gages, and three other level gages linked by a network of radio frequency (RF) repeaters (see Figure 1). Each transfer of data between repeaters is an opportunity for data loss and the introduction of data errors. The line-of-sight radio network is cost-effective, but becomes problematic when RF data transmission through the repeater network is high. The busiest times on the network are during rainstorms, which is also when the information is most critical. Since Southern California is a radio environment saturated by many other types of radio traffic, the network also faces competition from other radio sources that can introduce data transmission errors.

In February 2005, the Mount Wilson repeater and backup repeater failed during intense rainfall. This resulted in a loss of 95 percent of the incoming rainfall and runoff data. The evaluation of real-time rainfall and runoff data is critical for flood control operations. During this repeater failure, Public Works was unable to accurately evaluate developing weather issues while intense rainstorms were moving across the County.

The ALERT upgrade project will provide Public Works with a reliable and redundant data path for the ALERT System. The most cost-effective solution to the problem requires intercepting the radio communications at the critical repeater sites, transmitting them via satellite to an off-site database, and making the data available over a secure Internet connection to authorized users. This project will install five SDX Concentrator units near the existing RF repeaters (see Figure 2) and provide a system with less data transmission errors. Installation of the SDX Concentrators is important to ensure reliable real-time data is available for flood preparation, operations, and decision making for flood control and water conservation.

In addition, a redundant database will allow Public Works to compare data sets and identify problem repeaters or gages. Having this data in real-time allows Public Works to check for errors instantly. In the long-term, the quality of the archived data will improve, leading to more accurate design parameters and operation of facilities. This project will also utilize the satellite technology on new, individual rain and runoff gages to fill gaps in the network where radio telemetry is not feasible.





Task 1: Build and Install SDX Concentrators

The five repeater locations to be improved are currently in working condition. SDX Satellite Concentrators are to be installed near the existing RF repeaters. The vendor will configure each SDX Concentrator unit to work at its designated site and procure all the materials to assemble and mount the concentrators. Each unit will have a RF receiver to collect the same transmissions from the network of gages as the current repeater. The units will be configured, integrated, and rigorously bench tested to ensure that all components function properly as a system. Once testing is complete, the materials will be packaged for shipment to Los Angeles.

The SDX Concentrator task will include:

- Design
- Procurement of SDX units and other parts
- Pre-integration
- Bench testing the SDX system
- Component assembly
- Packaging for transport
- Installation
- On-Site testing
- Field manuals for concentrators (5)

All equipment is to be provided at standard government list prices for a COTS-NDI (Commercial Off-The-Shelf, Non-Developmental Item). If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

Installation will require at least one day for each site. Installation includes: technical advisor to Public Works for coordination with the property owners, assembling the SDX unit, site preparation for placement of the stand-alone SDX structure, aligning the unit for proper signal reception, and testing the transmission. The vendor will install the SDX units with Public Works staff present in order to train Public Works personnel for maintenance of the system, and to ensure quality control for the installation.

Deliverables: 5 SDX Concentrator units in place, 5 Field Manuals

Cost: \$74,815

Task 2: Install SDX Rainfall and Runoff Gages

Task 2 along with the related portions of Tasks 4 and 5 are optional, depending on the outcome of Public Works analysis and evaluation of locations of opportunity. Several factors will be considered by Public Works during the evaluation process including site location, cost-effectiveness, radio path quality, satellite path quality, and the possibility to communicate with a RF repeater. The project may include addition of several SDX units.

The SDX units can transmit a single rainfall or runoff gage, or collect several gages in the case of a local repeater, and transmit them to the satellite.

The SDX gage installation task will include:

- Design
- Procurement of SDX units and other parts
- Pre-integration
- Bench testing the SDX system
- Component assembly
- Packaging for transport
- Installation
- On-Site testing
- Field manuals for each installed gage

The costs for SDX gages include parts and labor for building, testing, and packaging. The task also includes professional services for installing the units and training Public Works staff in the field during the installation. A field manual will be provided for each gage installed.

Deliverables: SDX Rainfall gages and SDX Runoff gages in place, Field Manuals

Cost: \$29,317

Task 3: Software Upgrade

The software upgrade will include upgrading from the current DIADvisor product, StormWatch, to the web-based Contrail Web application. This task will provide a new application to display ALERT gage readouts similar to the current StormWatch system. OneRain will host the new web-based system that will be available to authorized users with Internet access. Public Works will be provided with licenses for 20 simultaneous users. Four (4) Contrail Web maps will be provided showing hydrologic information.

The Software Upgrade task will include:

- Purchasing Contrail Web access licenses
- Establishing network data feeds (Concentrators and Gages)
- Configuring the software for Public Works use
- Training Public Works staff on application use
- Verifying accurate collection of data during installation
- Linking each SDX unit to the web display maps

This task will include configuring data flows to both Public Works' base station and data will be stored in the OneRain GDB secure database. The proposed improvements will make all of the County's ALERT data available in real-time for authorized users via the Internet. The NWS at Oxnard and the NWS River Forecast Center in Sacramento will also receive this data. The redundancy and reliability provided by the proposed SDX Concentrators will prevent loss of data

from the entire network in the event that one or more of the sites are damaged during critical periods such as heavy rains, thunder storms, floods, fires, and earthquakes. Radio telemetry will be retained and data available for viewing in the current manner.

The task also includes the first year of recurring costs for the minimum satellite data transmission fees (\$540 per unit) and the first year of the Contrail license fees. Satellite data fees include 4 units in place as well as the 5 new SDX repeaters, and 3 new gages. Additional fees may be incurred for data transmitted over the 37.5 Kb per month limit. Any additional data fees may be covered by purchase order.

Deliverables: 4 Contrail Web Maps with 20 licenses, Staff training, System configuration, 1st year of data services, and 1st year of minimum satellite transmission fees.

Cost: \$21,164

Task 4: Project Management

The project management task for this project will provide the following functions and deliverables:

- Communication with Public Works
- Provide technical assistance to the County for communication with site property owners
- Meetings (on-site and via tele-conference)
- Scheduling
- Resource planning and acquisition
- Controlling project execution
- Progress reporting
- Quality assurance

The primary deliverables for this task are communication, a detailed installation schedule, and project progress reports. These reports will be delivered in conjunction with the agreed upon billing cycle. Each invoice will include a one page report on the progress of the project to date.

Deliverables: Final project report, Schedules

Cost: \$12,690

Task 5: Travel

Travel costs to Los Angeles from Longmont, Colorado consist of two parts. The first is driving mileage of approximately 3,080 miles at \$0.41 per mile. The team of two will also be transporting all the equipment needed for Tasks 1 and 2. The second part is the per diem allowance for food and lodging expenses for sixteen days. This includes one day for installation of each of the five SDX concentrators, four days for SDX gages, five days for travel (round-trip), and two days for software configuration, and training. The per diem costs are split between the time needed to install the gages and all other associated work.

Deliverables: Onsite meeting with Public Works, delivery of materials

Cost: \$4,637

Installation Schedule

In order to minimize costs, all sites must be installed concurrently. OneRain shall be ready to begin installation of these sites within 90 days following formal notice to proceed by Public Works. Actual installation dates will be coordinated in advance between OneRain and Public Works, but should not exceed 90 days from arrival in Los Angeles.

Payment Schedule

OneRain shall invoice Public Works on the following schedule:

90% of Tasks 1b, 2b, 2d, 2e, & 5 upon arrival at Public Works with required equipment;

90% of Tasks 1a, 2a, 2c, 3, & 4 upon successful installation of all units in working condition;

10% retention paid following final project approval by Public Works

Warranty

OneRain's obligation under this Warranty shall be limited to repair at their corporate offices, or at its option, replace defective products. In no event shall OneRain be responsible for incidental or consequential damages, whether or not foreseeable or whether or not OneRain has knowledge of the possibility of such damages. This Warranty does not apply to products that have been damaged through negligence, accident, misuse, or acts of nature such as floods, fires, earthquakes, lightning strikes, etc.

OneRain requires the return of the defective electronic parts to the corporate office to establish claim under this Warranty. Transportation charges to the vendor or to OneRain shall be prepaid by the customer. Transportation for the return of the repaired equipment to the customer shall be paid by OneRain when the validity of the damage claim has been established. Otherwise, OneRain will prepay shipment and bill the customer. All shipments shall be accomplished by best-way surface freight.

OneRain shall in no event assume any responsibility for repairs or alterations made by anyone other than OneRain. Any Products repaired or replaced under this warranty will be warranted for the balance of the warranty period or for a period of 90 days from the repair shipment date, whichever is greater. Products repaired at cost will be warranted for 90 days from the date of shipment.

Turn around time is subject to the conditions of the repairs required and the turn around time necessary to secure new product when applicable. OneRain does not guarantee a standard turn around time for repairs or replacement due to this fact. All efforts will be made to complete the repair or replacement in the most efficient manner possible. All items returned to OneRain must be clearly marked and accompanied by a Return Materials Authorization (RMA) detailing the circumstances and project the product has been used for. Failure to include a RMA could result in delays.

OneRain will provide proactive performance monitoring for a period of two years at no additional cost and will pass through all hardware vendor warranties subject to the suppliers specific terms and conditions of warranty.

Extended Warranty and On-site Maintenance

Extended warranty and on-site maintenance contracts are available. Price quotations may be obtained from OneRain.

Other Conditions

A written notice to proceed from Public Works is required prior to the start of any work associated with optional tasks and subtasks. The written notice will provide the location and information needed for installation of the gages and a description of the type of gage to be installed. The budgeted unit prices will be applied to the number and type of gages installed under optional work. The number and type of gages may be different than the optional budgeted quantities, however the total cost will not exceed the budget without a Change Order.

A standard 10% retention will apply to the Contract Price for each task during the Contract execution. The retention monies will be released and paid upon successful completion of the entire project, indicated by written Final Approval.

One Rain will provide a final report including analysis of one month of data received through the satellite repeaters. The report submitted to Public Works will include the following:

1. An archive of data received over the RF and SDX repeaters and comparison between the two data streams for consistency and accuracy.
2. Analysis of the system for deficiencies and data errors or omissions.
3. Verification that data from ALERT sites assigned to SDX Concentrators is being transmitted, received, and made available via Contrail Web.

Public Works will review the final report and compare it to data received and archived at the base station. Final Approval will be given by written acceptance after the report is verified against data received. Following the approved final report, a two-year period of system analysis will begin, during which the Contract will remain open. Pricing will be renegotiated during the two-year analysis period if upgrades are necessary.

A contingency of \$14,741.00 remains in the budgeted amount to account for unforeseen expenses or additional Work. Any additional costs intended to be paid for with contingency funds must be discussed and approved in writing before Work begins. Additional Work must be justified to the satisfaction of Public Works. The sum of additional material costs, taxes, and labor may not exceed the contingency amount.

PRICE SCHEDULE

Task Description				Retention	Total Payment
Subtask Description	Unit Price	Quantity	Taxable?		Subtask Payment
Task 1 – Procure SDX Concentrators				(\$7,482)	\$74,815
1a. Professional Services	\$8,575	5	N		\$42,875
1b. SDX Concentrator Unit	\$6,388	5	Y		\$31,940
Task 2 – Procure SDX Rainfall and Runoff Gages				(\$2,932)	\$29,317
2a. Runoff Gages, Professional Services*	\$2,889	2	N		\$5,778
2b. Runoff Gages, SDX unit*	\$7,104	2	Y		\$14,208
2c. Rainfall Gages, Professional Services*	\$1,424	1	N		\$1,424
2d. Rainfall Gages, SDX unit*	\$5,907	1	Y		\$5,907
2e. Armadillo Protective Enclosure	\$2,000	1	Y		\$2,000
Task 3 – Data Services Upgrade				(\$2,116)	\$21,164
3a. Set up and Configure Contrail	\$4,725	1	N		\$4,725
3b. Purchase 4 Contrail Web Maps	\$3,935	1	Y		\$3,935
3c. First year of Contrail Data Service	\$6,024	1	N		\$6,024
3d. First year Satellite data fee	\$540	12	N		\$6,480
Task 4 – Project Management				(\$1,269)	\$12,690
4a. Project Management for Concentrators	\$1,670	5	N		\$8,350
4b. Project Management for Runoff Gages*	\$1,580	2	N		\$3,160
4c. Project Management for Rainfall Gages*	\$1,180	1	N		\$1,180
Task 5 – Travel				(\$463)	\$4,637
5a. Driving Mileage	\$0.41	3080	N		\$1,263
5b. Per Diem (Concentrators)	\$112.50	12	N	2 ppl	\$2,700
5c. Per Diem (Gages)*	\$112.50	3	N	2 ppl	\$675
Project Award				(\$14,262)	\$142,624
Non-taxable Cost					\$84,634
Taxable Cost					\$57,990
State Tax applied @ 8.25%					\$4,784
Subtotal					\$147,408
Contingency					\$14,741
TOTAL PROJECT COST					\$162,149

*Optional

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information identified in writing by the County as confidential obtained from the County while performing Work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any such confidential data or information received by me to my employer

I agree to use reasonable commercial efforts to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment and is identified in writing as being confidential, I shall use reasonable commercial efforts to keep such information confidential.

I agree to report to my employer any and all violations of the Agreement by myself and/or by any other employee or subcontractor of my employer of which I become aware. I agree to return all confidential materials to my employer upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve, for purposes of this assignment of rights only, any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such

modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works. Provided, however, that any modifications or uses for any purpose other than that expressly contemplated by the agreement between my employer and the County shall be at the sole risk of the user and without risk or liability to me.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor's Project Manager (Signature Required)	_____ County's Project Director	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work and applicable Schedule(s) of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work and applicable Schedule(s) of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

Distribution: Original - Financial Services
 Copy 1 - Contractor

Copy 2 - County's Project Manager
 Copy 3 - Master Contract File

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**INSTRUCTIONS:** All Contractors and sub-contractors must complete and return this form.**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: _____

- ☐ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
- ☐ I AM ☐
- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
-----------------------	----------------------	-------	------